



ENT 141272:2020 PG 1 of 13
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 16 3:25 pm FEE 40.00 BY MA
RECORDED FOR PAYSON CITY CORPORATION

When recorded return to:
Payson City Corporation
439 W Utah Avenue
Payson, UT 84651

JT VALLEY ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is entered into this 31st day of August, 2020, by and between Payson City, a Municipal Corporation (hereinafter, "Payson City" or the "City") and Jeffrey D & Terri Lynn Zeeman (hereinafter, "Petitioner," "Property Owner," and "Sponsor"), to set forth the terms and conditions under which Payson City will annex certain land owned by Petitioner, located in unincorporated Utah County, Utah, located east of S.R. 198 and west of the High Line Canal at approximately 2000 South, as further defined below, and known herein as the JT Valley Annexation. The City and Petitioner are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party".

Included in the annexation is four parcels identified as Utah County Parcels: 30:084:00095, 30:084:0115, 30:084:0116, and 30:084:0117 and containing 14.87 acres.

RECITALS

A. Payson City, acting pursuant to its authority under Utah Code Annotated §10-2-401, *et seq.* and 10-9a-101, *et seq.* of the Utah Code, Annotated 1953, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the JT Valley Annexation and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. This Agreement is prepared pursuant to Chapter 19.12 of the Payson City Zoning Ordinance to specifically describe the rights, obligations and duties of the parties and to address zoning designation, infrastructure and utility systems, existing and future land uses, compliance with City land use and development ordinances and regulations, and other matters related to the improvement and development of property as illustrated in Exhibit "A" and described in Exhibit "C".

C. The annexation and the content of this Agreement are intended to be consistent with the Payson City General Plan and the Payson City Annexation Policy Plan.

D. The Payson City Council has authorized the negotiation of and adoption of an annexation agreement that advances the policies, goals, and objectives of the Payson City General Plan, and preserve and maintain the atmosphere desired by the citizens of Payson, Utah. Moreover, the Parties have voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the annexation and improve the property in a manner

consistent with the approval of the city council and the applicable regulations of the Payson City Municipal Code.

E. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Ordinance No. 07-01-2020-A, a copy of which is attached to this Agreement as Exhibit "B".

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND CONSIDERATIONS THAT ARE MORE FULLY SET FORTH BELOW, CITY, ANNEXATION SPONSORS, AND PETITIONERS HEREBY AGREE AS FOLLOWS:

- I. Recitals.** The recitals set forth above are incorporated herein by this reference.
- II. Exhibits.** The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

Exhibit "A" – The Annexation Plat
 Exhibit "B" – Adopting Ordinance
 Exhibit "C" – Legal Description

III. Definitions.

1. **Annexation** shall mean the process by which unincorporated property, the subject property of this Agreement, is brought into the municipal boundaries of Payson, Utah.
2. **Annexation Area** shall mean the total amount of real property being annexed into the municipal boundaries of Payson, Utah.
3. **Petition of Annexation** is the formal written application requesting Payson City to incorporate unincorporated real property into the corporate limits of Payson, Utah County, Utah.
4. **Annexation Sponsor(s)** is Jeffrey D & Terrie Lynn Zeeman and also representing the petitioners/property owners of the Petition of Annexation.
5. **Applicant** is a Corporation, LLC, an individual or group of individuals seeking approval of an activity regulated by the Payson City Municipal Code, including, but not limited to, the annexation of real property into the municipal boundaries of the Payson, Utah.
6. **City** means the City of Payson, Utah, a municipal corporation.
7. **Development** shall mean approval of a land use application, issuance of a building permit, or approval of any other development related activity regulated by Payson City. Development does not mean the construction of ancillary agricultural facilities built to support agricultural uses. The party seeking development is herein referred to as "**Developer.**"

8. **Petitioners** are the Corporation, LLC and individuals representing, via signature, the petition for annexation. Property owners not endorsing the annexation by signature are herein referred to as “**Non-Petitioners.**”
9. **Property Owner(s)** shall mean a holder, proprietor of land, or group of owners of real property within the annexation area.
10. **Specific Plan** shall mean a document that represents the planning framework for the future growth and development of property within the corporate limits of Payson, Utah.

IV. Existing Uses.

The Parties agree the annexation area consists of 14.87 acres presently used for residential and agricultural purposes. There are three existing single-family dwellings and various outbuildings within the annexation area. Following annexation, all land uses, including the keeping of animals, must comply with the ordinances, resolutions and policies of Payson City. Animals must be kept in accordance with Title 6, Animal Control Ordinance and the Property Owner is responsible to maintain the animals in a manner that does not create a nuisance as defined in Utah Code and the Payson City Municipal Code. The Animal Control Ordinance addresses pre-existing animal rights and allowable animal units following annexation.

If there are uses in the annexation area that are not consistent with the Payson City Municipal Code, the Property Owner must demonstrate that the use legally existed prior to annexation in order to request to continue the use after annexation. Upon receipt of acceptable proof, the City Council may allow the use to continue as a non-conforming use until the property is further developed.

V. Zoning Designation.

The Parties agree that by ordinance, the Payson City Council has approved and adopted the JT Valley Annexation. The Parties agree that the property within the annexation is assigned and subject to the A-5-H, Annexation Holding Zone and shall comply with the respective Payson City ordinances, resolutions, and regulations. It is anticipated that in the future the Property Owner(s) will request a zoning map amendment to support additional residential development on the subject parcels. Any request for increased density or intensity of uses will need to demonstrate consistency with the Payson City General Plan.

VI. Existing Infrastructure and Future Development.

The Parties agree there is limited utilities and infrastructure to support additional development within the Annexation Area. As the Annexation Area develops, an infrastructure analysis must be prepared and utility modeling completed to identify adequate utility connection and infrastructure locations. Development will require extending utilities and infrastructure to the property, improving existing roadways, and

developing a new street network. There may also be upgrades to existing utility systems and potentially installation of new systems. The costs associated with designing, installing and extending the existing utilities and infrastructure systems may be borne by various entities, including Petitioners, Property Owners, Developers, and Builders, with coordination assistance from Payson City, where appropriate. At the time of development, the City may participate in the cost of upsizing of such municipal service(s) for system improvements to include only the pipe size upsizing, but not for required improvements, as outlined in this Agreement.

Land Use

Development in the Annexation Area will serve as a transition between the suburban development pattern of the Springside Meadows Subdivision and the rural development pattern in the unincorporated Spring Lake community. Development within the Annexation Area will support larger single-family dwelling lots with custom style homes. The City may require the preparation of a Specific Plan, or land use plan that identifies the future land uses, project layout and design, transportation facilities, parks and trails, and other development related improvements for the Annexation Area and surrounding properties.

Transportation, Roads, Circulation, and Access

The transportation system must provide proper connectivity through the grid system. At a minimum, the applicant will be responsible for improvements along SR-198, future connection to SR-198, the extension of 500 West street, and providing sufficient access to adjacent properties. Improvements will include the widening of SR-198 and any asphalt, curb, gutter, and sidewalk improvements required by the Utah Department of Transportation (UDOT) and Payson City for the entire frontage of the Annexation Area. The roads and streets developed in the Annexation Area shall be constructed in such a manner as to satisfy the Payson City Development Guidelines. Any development shall include active transportation facilities that will allow safe movement of pedestrians through the Annexation Area. This may include walkways, bike lanes, and recreation trails. Applicant, or assignee, shall be responsible to dedicate the required right-of-way and complete improvements as determined at the time of development. There will not be any upsizing or reimbursement paid to the Developer by the City to construct the proper width of the roadways as part of this annexation.

Wastewater System

Development within the Annexation Area may require the installation of supplementary sewer facilities. Applicants are required to participate in a larger wastewater system designed to benefit multiple landowners. Individual systems, if approved by the City, will be owned and maintained by the Applicant, Property Owner, or Developer, as applicable. This system will be reviewed at the time of Development. The

costs associated with the sewer lift station will be the responsibility of the Property Owner or Developer, with no participation by Payson City.

Electrical Considerations

As required by City ordinance, and as a condition of annexation, Payson City shall provide all electrical service to the Annexation Area, unless otherwise agreed to in writing by Payson City or otherwise ordered by a court of competent jurisdiction. At the time of Development, Developer will take all steps necessary to effect a transfer of electric service to Payson City at such time as Payson City shall direct consistent with Utah law and/or agreement between Payson City and South Utah Valley Electric Service District (dba SESD). No development will be approved until such transfer of electrical service has been completed. Developer agrees to reimburse Payson City for all amounts paid by Payson City to SESD pursuant either to an agreement between Payson City and SESD or pursuant to Section 10-2-421 Utah Code Annotated. Provision of electrical service for future customers must satisfy the regulations of federal, state and local law or ordinance, and any other service provider obligations. Applicants and City will coordinate to secure easements or needed land dedication to provide connection to the Payson Power electrical system.

Water Transfers

Applicants for development approval must transfer to the City adequate water to serve any development within the Annexation Area consistent with the regulations of Title 10, Water Ordinance. Although applicants are not required to transfer water at the time of annexation, no development, as defined in Section III herein, will be approved until the transfer of water has been completed. City recognizes that Petitioners and Property Owners may be utilizing different sources of water to serve existing uses in the annexation area. Petitioners and Property Owners may continue utilizing these sources of water until the property is further developed. At the time of development, Applicants will be required to dedicate sufficient water to satisfy City's water dedication requirements for each final plat pursuant to Title 10. All excess water will remain the property of the Applicant or Property Owner, as applicable.

Municipal Utility Connections

Applicant agrees that all municipal utility services required at the time of development shall be installed by the Developer and all impact, connection and related development fees shall be paid when development occurs. All applicable impact, connection and related development fees shall be those fees in place at the time an application for development is submitted or when the existing structures are required to connect to the municipal utility services.

The Applicant shall connect the existing dwellings of Petitioners and Non-Petitioners (Oliver) to all municipal utility services and disconnect and/or remove the on-

site utility systems and disconnect the structures from the systems of other utility companies. Existing structures shall be connected to Payson City utility services at the time of development or when the Payson City utility service(s) is/are within 300 feet of the existing structure or when the parcel on which the structure is located is developed, as determined by City. The costs associated with the disconnection of existing services and connection to Payson City services shall be borne by the Applicant.

VII. Compliance with Land Use and Development Ordinances and Regulations.

Nothing in this Agreement shall be deemed to relieve Petitioners, Property Owners, or Applicants from the obligation to comply with all applicable federal, state, and local law and requirements of City necessary for approval of future development proposals, nor does it in any way indicate approval of any land use application or business license. Development approval shall include the payment of applicable fees and comply with all other applicable ordinances, resolutions, regulations, policies and procedures of Payson City, including but not limited to, the Payson City Zoning Ordinance, Subdivision Ordinance, and Development Guidelines.

VIII. Entire Agreement.

This Agreement and the documents incorporated into it by reference shall constitute the entire agreement among the Parties. Any prior discussions, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IX. Reserved Legislative Powers.

Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

X. Agreement to Run with the Land.

This Agreement shall be recorded against the land included in the annexation to Payson, Utah and shall run with the land and shall be binding on all successors and/or assigns of the land or development of any portion or phase of the property.

XI. Assignment.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

XII. No Joint Venture, Partnership or Third-Party Rights.

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

XIII. Amendment.

This Agreement cannot be amended, altered, or modified in any manner except by a written amendment signed by each of the Parties.

XIV. Severability.

If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement, except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

XV. Default.

Should the proponent of an annexation default on any provisions of the agreement, the City may pursue appropriate legal action to enforce the provisions of the agreement, including revocation of the annexation and disconnection from the City.

XVI. Dispute Resolution.

Any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any determination of an issue of fact, shall be referred for resolution to a committee consisting of two individuals selected by each party.

If the dispute is not resolved by such committee, within thirty (30) days after the dispute is referred to such committee, then the parties shall refer the dispute for resolution to a single mediator, agreed upon by the parties.

If the parties are unable to agree upon a single mediator, the matter shall be referred to a three-member mediation panel. Each party shall select a mediator, and the two mediators so selected shall select a third mediator. Mediators shall be independent of the parties and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators, or otherwise satisfactory to the parties.

Each party shall pay its own costs and fees. The parties shall jointly pay for the costs and fees of the selected mediator(s).

If the mediator or mediation panel cannot resolve the dispute within ninety (90) days from the date of a final determination by the committee, the dispute may be brought before a court or other tribunal on the basis of a de novo review. A matter may only proceed to court after exhausting the above procedures.

XVII. Effective Date.

This Agreement is effective upon filing and recordation of the annexation ordinance, annexation plat, and this Agreement in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

(Signature Pages to Follow)

ACKNOWLEDGEMENT BY ANNEXATION SPONSOR AND PETITIONERS

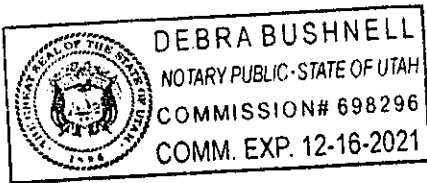
Jeffrey D Zeeman
Jeffrey D Zeeman
Annexation Sponsor and Petitioner

Terri Lynn Zeeman
Terri Lynn Zeeman
Annexation Sponsor and Petitioner

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 31 day of August, 2020, before me Debra Bushnell, a Notary Public in and for the State of Utah, personally appeared, JEFFREY D ZEEMAN, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this date first above written.

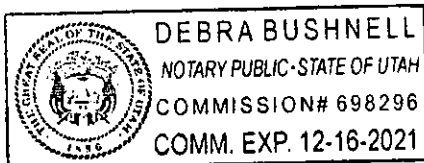


Debra Bushnell
NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the 31 day of August, 2020, before me Debra Bushnell, a Notary Public in and for the State of Utah, personally appeared, TERRI LYNN ZEEMAN, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this date first above written.



Debra Bushnell
NOTARY PUBLIC

ACKNOWLEDGMENT BY PAYSON CITY

William R. Wright
William R. Wright
Payson City Mayor

Attest:

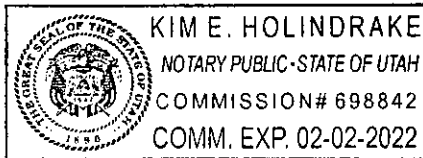
Kim E. Holindrake
Kim E. Holindrake
Payson City Recorder



STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this 2nd day of September, 2020, before me Kim E. Holindrake, a Notary Public in and for the state of Utah, personally appeared WILLIAM R. WRIGHT, Payson City Mayor, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this date first above written.



Kim E. Holindrake
NOTARY PUBLIC

EXHIBIT "A" (The Annexation Plat)

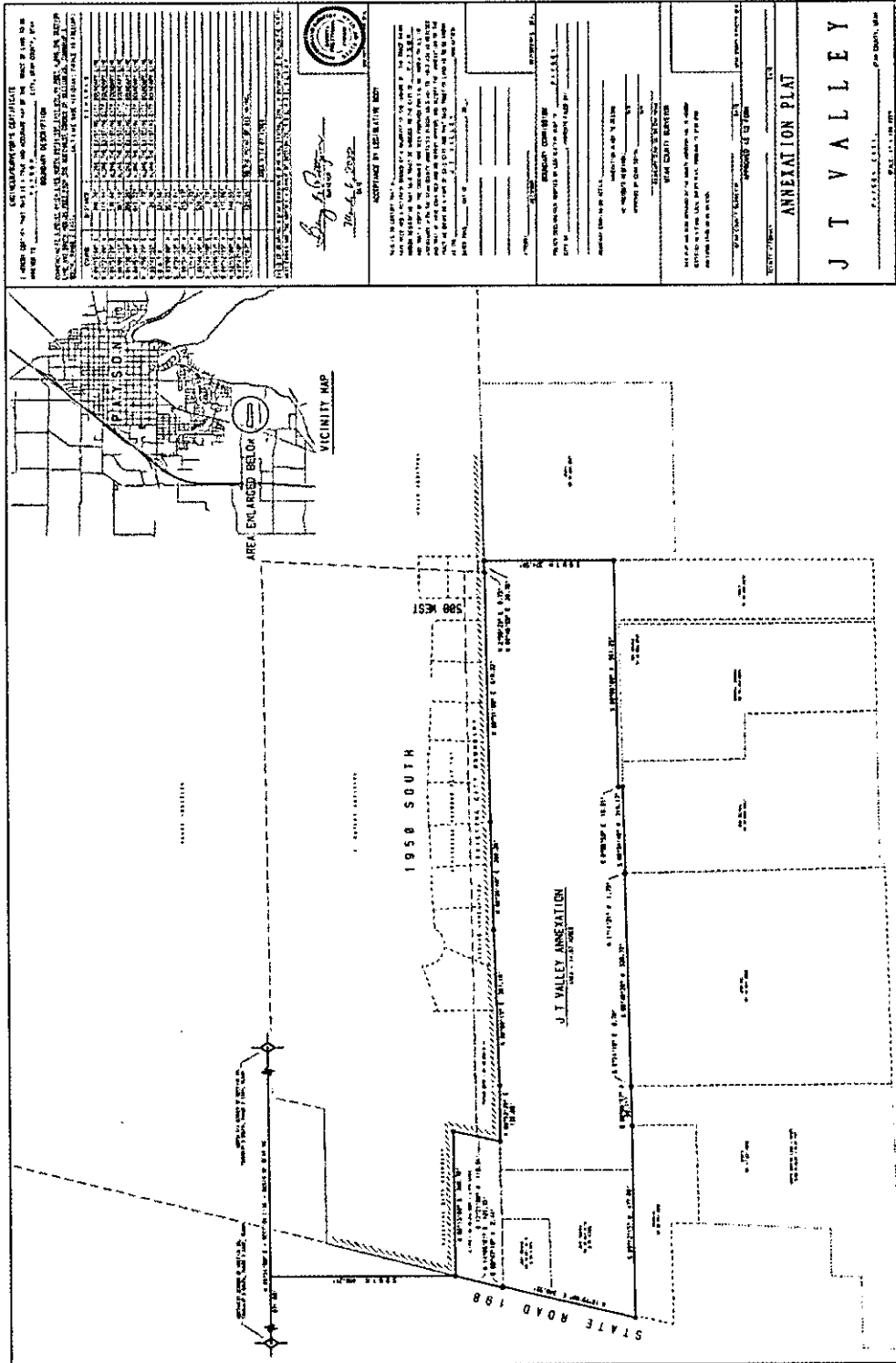


EXHIBIT "B"
(Adopting Ordinance)

RESOLUTION NO. 07-01-2020 -A

RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF PAYSON CITY, TO ENTER INTO AN ANNEXATION AGREEMENT BETWEEN PAYSON CITY, A UTAH MUNICIPAL CORPORATION AND JEFFREY D AND TERRI LYNN ZEEMAN FOR THE ANNEXATION OF THE JT VALLEY ANNEXATION INTO PAYSON CITY.

WHEREAS, Jeffrey D and Terri Lynn Zeeman being the "Owner/Petitioner" of certain property known as the JT Valley Annexation, and as the Owner/Petitioner has requested the City to allow for the execution of the ANNEXATION AGREEMENT for the JT Valley Annexation; and

WHEREAS, the Payson City desires to enter into the ANNEXATION AGREEMENT for the JT Valley Annexation, wherein is set forth terms and conditions of the annexation of the JT Valley Annexation.

NOW THEREFORE, be it resolved by the Payson City Council, that Mayor William R. Wright is authorized and directed to execute the attached ANNEXATION AGREEMENT for the JT Valley Annexation, between Payson City, and Jeffrey D and Terri Lynn Zeeman, Owner/Petitioner of the subject property.

(AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN)

Passed and adopted by the City Council of Payson, Utah, and effective this 1st day of July, 2020.


William R. Wright, Mayor

Attest:


Kim E. Holindrake, City Recorder



EXHIBIT "C"
(Legal Description)

Beginning at a point on the Existing City Boundary Line, which point lies North 89°34'59" East 871.99 feet along the Section Line and South 466.21 feet from the Northwest Corner of Section 29, Township 9 South, Range 2 East, Salt Lake Base and Meridian; and running thence along the Existing City Boundary Line the following eight (8) courses to wit: (1) North 89°15'00" East 360.70 feet, (2) South 12°21'00" West 119.94 feet, (3) North 89°53'29" East 138.60 feet, (4) North 88°08'15" East 387.10 feet, (5) North 88°36'40" East 268.26 feet, (6) North 88°51'08" East 619.22 feet, (7) North 2°56'23" East 0.73 feet, (8) North 88°48'53" East 28.70 feet; thence South 324.58 feet; thence South 89°00'00" West 561.25 feet; thence South 0°39'53" East 10.81 feet; thence South 88°34'40" West 215.17 feet; thence North 1°14'21" West 1.73 feet; thence South 88°40'26" West 529.72 feet; thence South 0°24'16" East 0.70 feet; thence South 89°09'57" West 98.11 feet; thence South 89°12'15" West 477.86 feet; thence North 13°15'00" East 340.55 feet; thence South 89°47'10" West 2.44 feet; thence North 14°05'07" East 121.35 feet to the point of beginning. Containing 14.87 acres.